



**CITY OF WEST HOLLYWOOD**

**REQUEST FOR PROPOSALS**

**ON-CALL ARCHITECTURAL  
AND  
ENGINEERING DESIGN SERVICES**

**ISSUED BY:**

**CITY OF WEST HOLLYWOOD  
8300 Santa Monica Boulevard  
West Hollywood, CA 90069**

**Vince Guarino, Manager  
Parking Operations Division  
Facilities and Recreation Services Department**

**RESPONSES DUE:**

**AUGUST 26, 2019 AT 3:00 P.M.**



**CITY OF WEST HOLLYWOOD**

**REQUEST FOR PROPOSALS  
ON-CALL ARCHITECTURAL  
AND  
ENGINEERING DESIGN SERVICES**

The City of West Hollywood as AGENCY, invites proposals for On-Call Architectural and Engineering Design Services to be received only by submitting electronically at:

<https://www.weho.org/city-government/city-departments/public-works/public-works/bids>

**SCHEDULE**

Distribution of bid document (RFP)	June 27, 2019
Deadline to submit questions	July 25, 2019
Responses to questions	August 7, 2019
Proposal Due Date	August 26, 2019
Proposal Evaluation	August 26 – September 9, 2019
Interviews with Selected Vendors	September 11, 2019
Vendor Selection and Notification	September 25, 2019
City Council Approval of Contract	October 21, 2019
Contract Start Date	October 22, 2019

The City of West Hollywood (CITY) is seeking a qualified firm to provide Architectural and Engineering Design Services on an on-call basis as needed for City Projects. Copies of the specifications and proposal documents are available at no cost from the City of West Hollywood website:

<https://www.weho.org/city-government/city-departments/public-works/public-works/bids>

**Minimum Qualifications**

Contractor must be a responsible firm that has been in continuous existence and has provided continuous services for the relevant requirements contained herein for at least five (5) years.

Less than the minimum required experience will eliminate that proposer from further consideration.

Contractor must have currently licensed staffing resources to provide the architectural and engineering design services required for the scope of work outlined in the specifications.

Contractor's team shall hold clear and valid professional license/s to practice architecture and engineering in the State of California in accordance with the State of California Section 5615 of the Business and Professions Code. In addition, all professional staff and sub-contractors shall be appropriately licensed to perform work in the State of California.

## Evaluation Criteria

Qualifications of Firm	25
Qualifications of Personnel	25
Approach and Understanding of the Scope of Work	25
Cost of Services	25
Total Possible Points	100

**Please Refer to Other Proposal Documents:** The scope of work and proposal submission process is described in more detail in the Proposal Documents. In particular, Proposers are strongly encouraged to review the Instructions to Proposers for more complete information regarding the submission of proposals.

**Owner's Rights:** The City of West Hollywood reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposals should it deem this necessary for the public good, and also the proposal of any Proposer who has been delinquent or unfaithful in any former contract with the City of West Hollywood and to take all proposals under advisement for a period of ninety (90) days. No proposer may withdraw its proposal for a period of ninety (90) days after the date from the opening thereof. The award of contract, if made, will be in accordance with the evaluation criteria provided in the specifications.

Point of contact for this project is Bill Bortfeld at 323-848-6349 or via email at [bbortfeld@weho.org](mailto:bbortfeld@weho.org).

BY ORDER OF the City of West Hollywood.

By: \_\_\_\_\_  
City Clerk

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## **1.0 INTRODUCTION AND BACKGROUND**

### **1.1 Introduction**

The City of West Hollywood (CITY) is seeking a qualified firm to provide on-call professional services as needed for the purpose of improving, development, and enhancement, such as consultation, investigation, reconnaissance, research, planning, design, preparation of drawings, construction documents and specifications, and responsible construction observation of City owned and leased facilities.

### **1.2 Background**

The agency issuing this RFP is the City of West Hollywood (City) Facilities and Recreation Services Department, Parking Operations Division.

## **2.0 GENERAL INFORMATION**

### **2.1 Description of Work**

The City of West Hollywood (CITY) is seeking a qualified firm to provide Architectural and Engineering Design Services on an on-call basis as needed for City owned and leased parking facilities.

### **2.2 Period of Performance – Agreement Term**

Term of the Agreement: The initial term of the agreement will be three years with two (2) one-year options to renew.

### **2.3 Compensation**

Compensation: An award of an Agreement by the City Council as a result of this Proposal process is not a guarantee of Compensation. The City will provide compensation based on the actual work completed in accordance approved proposals.

## **3.0 INSTRUCTIONS TO PROPOSERS**

### **3.1 Pre-Contractual Expenses**

The City shall not be liable for any pre-contractual expenses, which are defined as expenses incurred by a Proposer(s) in preparing its proposal in response to this RFP, negotiating with the City any matter related to the proposal, or any other expenses incurred by Proposer(s) prior to the date of award of the contract(s) resulting from this procurement.

### **3.2 Informed Proposer**

PROPOSERS shall review the Sample Contract (Appendix "A") for a complete understanding of all terms and conditions included therein. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at proposer's own risk and proposer cannot secure relief on the plea of error.

### **3.3 Proposer Representations**

By submitting a proposal, each proposer represents that it:

- 3.3.1 Has reviewed sites and conditions covered by this Agreement and Scope of Services prior to the date of commencement of this Agreement.
- 3.3.2 Will provide everything necessary for and incidental to the satisfactory completion of the work as specified herein and indicated on the contract documents. Submission of a proposal is considered evidence that the Provider has visited and is familiar with the site facilities, site conditions, requirements of the contract documents, pertinent state and local codes, state of labor and material markets, and has made due allowance in his/her proposal for all contingencies.
- 3.3.3 Has thoroughly examined and become familiar with the work described in Section 9.0 - Scope of Work.
- 3.3.4 Understands the requirements of the Scope of Work, the nature and location of the work, and all other matters that can affect the work.
- 3.3.5 Will honor its proposal for 90 days, and acknowledges that the proposal cannot be withdrawn within that time and without prior written consent from the City.
- 3.3.6 Will comply with all requirements set forth in this RFP and, if awarded, the ensuing contract.
- 3.3.7 Has reviewed the attached Sample Contract (*Appendix "A"*) and, other than through the request for clarification process described below in paragraph 3.5, will not seek to alter or revise its terms and conditions.

3.3.8 Will, if selected to perform the work, comply with all terms and conditions set forth in the Sample Contract (*Appendix "A"*) and documents associated with this procurement.

### **3.4 Addenda**

The City reserves the right to revise or amend the RFP documents prior to the stated proposal submittal deadline. Any such revisions will be made by written addenda to this RFP. Firms must acknowledge receipt of addenda in their proposal letters. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

### **3.5 Requests for Clarification**

#### **3.5.1 RFP Requests/Questions**

All requests for clarifications, changes, exceptions or deviations to the Statement of Work or terms and conditions to include the terms of the sample contract set forth in this RFP must be submitted via the City's electronic proposal process. Please include only one question for each number.

All such requests must be clearly stated in the question and answer section of the online electronic proposal process **Deadline for Requests for Information (RFI's)/Clarification is THURSDAY, July 25, 2019, at 1:00 p.m.**

#### **3.5.2 Exceptions or Clarifications to Sample Contract Form**

PROPOSERS shall familiarize themselves with the Sample Contract Form (*Appendix "A"*). The City intends to use the attached Sample Contract Form as the contract resulting from this RFP. Should the Proposer have concerns, questions, or recommended changes to the Sample Contract Form requirements, then those concerns/recommended changes must be specified in detail and submitted in writing to the City as set forth in paragraph 3.5.1. The City will review Proposer's concerns/recommendations and may issue an addendum outlining the Proposer's request and any comments from the City regarding the potential for consideration of such recommended change(s) during formal negotiations with the successful Proposer. Changes to the City's Sample Contract form shall be made at the City's sole and absolute discretion.



Proposers are reminded that requests for approved equals, deviations to insurance requirements or other terms and conditions, and questions or concerns about the Statement of Work should be submitted as part of the RFP clarification process.

### **3.6 Withdrawal of Proposal**

The Consultant may withdraw its proposal before the electronic opening of proposals and prior to the date and time indicated as the submittal deadline by submitting a written request signed by an authorized representative of the firm and delivered to the City Clerk's Office.

### **3.7 City Rights**

The City may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence of qualifications to perform the work described in this RFP. This RFP does not commit the City to issue a contract to implement this procurement.

Furthermore, the City reserves the right to:

- 3.7.1 Accept or reject any and all of the proposals, or any item or part thereof, at its discretion.
- 3.7.2 Make an award for a portion of the Scope of Work.
- 3.7.3 Award contracts to one or more Proposer(s).
- 3.7.4 Cancel or withdraw the entire RFP, or any part thereof, at any time without prior notice.
- 3.7.5 Issue a subsequent or concurrent RFP.
- 3.7.6 Waive any minor errors or irregularities in any proposal, to the extent permitted by law.
- 3.7.7 Obtain information from any source that has the potential to improve the understanding and evaluation of the RFP.
- 3.7.8 Postpone RFP openings for its own convenience.
- 3.7.9 Remedy or overlook technical errors in the RFP process.
- 3.7.10 Appoint an Evaluation Committee to review RFPs.

- 3.7.11 Seek the assistance of outside technical experts.
- 3.7.12 Approve or disapprove the use of particular sub consultants.
- 3.7.13 Establish a short list of PROPOSERS eligible for interview after review of written RFPs.
- 3.7.14 Negotiate with any, all or none of the respondents to the RFP.
- 3.7.15 Solicit best and final offers (BAFOs) from all or some of the respondents.
- 3.7.16 Accept other than the lowest monetary offer.
- 3.7.17 Award a contract based upon initial offers.
- 3.7.18 Solicit proposals for like services aside from the awarded services included in this process.

### **3.8 Compliance with Laws and Regulations**

The selected proposer(s) are required to comply with all relevant local, state, and federal laws, codes and ordinances. If proposer outsources any work or job to a sub consultant, it will be the prime proposer's responsibility to ensure that all sub consultants meet the requirements set forth in this RFP and the resultant contract.

### **3.9 Public Records Act**

3.9.1 All records, documents, drawings, plans, specifications and other materials submitted by Proposer(s) in its proposal and during the course of any work awarded shall become the exclusive property of the City and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). The City's use and disclosure of its records are governed by this act.

3.9.2 The City will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the act. The City will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the City be responsible or liable to the submitter or any other party for the disclosure of any such labeled information. Firms that indiscriminately identify all or most of their proposal as exempt from

disclosure without justification may, at the City's discretion, be deemed non-responsive.

3.9.3 The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the act or the definitions of "Trade Secret," "Confidential," or "Proprietary."

3.9.4 If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Proposer(s) shall indemnify, defend and hold harmless the City in such litigation.

### **3.10 Protest Procedures**

Any protest filed by a firm in connection with this RFP must be submitted in accordance with the City's written procedures.

### **3.11 Prohibited Communications**

No proposer, or anyone representing a proposer, is to discuss this RFP with any official or employee of the City, other than the designated City Representative named in this RFP. Neither proposers, nor anyone representing a proposer, are to discuss this RFP with any Consultant engaged by the City for assistance in preparing the RFP documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the Consultant even if the contract has already been awarded.

### **3.12 Use of Sub consultants**

3.13.1 The proposer awarded a contract by the City must be the prime consultant performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of sub consultants. Acceptance or rejection of a proposer's request to use sub consultants is at the sole discretion of the City. The City reserves the right to reject any proposal to function as the prime Consultant on the awarded contract. When approved, the sub consultant(s) shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the proposer shall be responsible for proper performance of the contract by its sub consultant(s).

3.13.2 With prior approval of the City, the prime consultant may enter into sub-contracts and joint participation agreements with others for the

performance of portions of resultant agreement. The prime consultant shall at all times be responsible for the acts and errors or omissions of its sub consultants or joint participants and persons directly or indirectly employed by them. Nothing in this contract shall constitute any contractual relationship between any others and the City or any obligation on the part of the City to pay, or to be responsible for the payment of, any sums to the sub consultants.

3.13.3 The provisions of resultant agreement shall apply to all sub consultants in the same manner as to the prime consultant. In particular, the City will not pay, even indirectly, the fees and expenses of a sub consultant that does not conform to the limitations and documentation requirements of resultant agreement.

3.13.4 Upon written request from the City, the consultant shall supply the City with sub-consultant agreements.

## **4.0 INSURANCE**

### **4.1 Insurance**

The City requires Consultants to obtain appropriate insurance coverage within the prescribed minimum limits set forth in the attached Sample Contract (*Appendix "A"*). The required insurance certificates must comply with all requirements of the standards as shown in the contract and must be provided within ten (10) days of issuance of the Notice of Intent to Award and prior to the commencement of any work under the terms of the contract.

## **5.0 SUBMITTAL REQUIREMENTS**

Proposals must be received through the City's electronic proposal process on or before **Monday, August 26, 2019 at 3:00 P.M.**

It is the sole responsibility of the submitting proposer to fully submit their proposal prior to the deadline. Please allow sufficient time to upload all of the required documents, the City holds no responsibility for documents not submitted in a timely manner.

If a proposer is experiencing difficulty submitting documents please contact the help desk for Planetbid. If the origin of the problem rests with the City please contact Bill Bortfeld at 323-848-6349 or via email at [bbortfeld@weho.org](mailto:bbortfeld@weho.org) It is still the responsibility of the proposer to submit their proposal in a timely manner. Should you encounter difficulties when entering your proposal at the last minute, the City and Planetbid shall not be held

responsible and your proposal not be accepted if not loaded and submitted prior to the deadline.

## 6.0 PROPOSAL CONTENT AND FORMAT

6.1 Please utilize the boxes below (  ) as a checklist to ensure a complete response to the RFP.

6.1.1 Proposals shall be typed and uploaded as attachments under the Documents/Attachments tab online. Inclusion of unnecessary, elaborate, or general promotional materials is discouraged. Narrative should be brief, concise and completely respond to the questions or issues raised by the published evaluation criteria.

6.1.2 Proposal shall consist of an Architectural/Engineering Design Costs Section to include a fee schedule. Each Section shall be submitted online as identified in the Documents/Attachments tab online.

6.1.3 Proposals must include the following sections, organized as indicated here:

### **SECTION I - Proposal Letter (Please Attach as Response File)**

- The proposal letter included herein as Appendix 'B' to this RFP must be signed by a person or persons authorized to legally bind the proposer to enter into the contract.

### **SECTION II - Qualifications of Firm (Please Attach as Section II File)**

- This section of the proposal is a written narrative which should establish that the Consultant has the ability to satisfactorily perform the required work; the skill, knowledge and understanding of the subject matter; the requisite previous experience on similar assignments; and, financial stability and professional standing in the field.

This section should include, at a minimum:

- (a) Firm Profile. A brief profile of the firm including the capability to provide the required services; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees; and, number of company owned vehicles.

(b) Firm Experience. Describe the firm's experience in conducting assignments that are similar in nature and/or related to the work described in the Statement of Work. Describe experience in performing work as described in this RFP with various government agencies.

(d) Licensing. Consultant Team is required to consist of an active State of California Board Licensed Architect and Professionally Licensed Engineering staff in one or more relevant disciplines, all sub-consultants are required to be properly licensed and/or certified in their area of expertise.

(e) Litigation and Contract Termination History. Provide a brief description of any (if none, please state none):

- Conviction or indictment of the firm or any officer of the firm within the last five years involving alleged fraud, bribery, collusion, conspiracy, or violation of state or federal antitrust law.
- Adjudication or determination by any federal, state, or local agency that the firm or any officer of the firm has violated any provision of law relating to equal opportunity or fair employment.
- Conviction of the firm or any officer of the firm related to any state or federal law relating to the employment of undocumented foreign worker.
- Termination of a contract for convenience or for cause.

(f) Consultant's Information Form. Complete, sign and submit Appendix "C" (**Please Attach as Appendix C file**)– Consultant's Information Form. Project Reference Forms are included and should detail assignments that are similar in nature and/or related to the work described in the Scope of Work.

- Provide a minimum of five (5) references from public agencies or private organizations, which demonstrate past and present performance. References shall demonstrate that the firm has been in continuous existence and has provided continuous services for the relevant requirements contained herein for at least five (5) years. Each reference shall include: company or agency name, address, contact person, email and telephone, and dates of work performed.

- (g) Identify sub consultants. If any, by company name, address, contact person, telephone number project function. Include the contractor's license number and classification of each. Describe Proposer's experience working with each sub consultant.

### **SECTION III - Qualifications of Personnel (Please Attach as Section III File)**

This section should identify the qualifications of the individuals, sub-Contractors, and/or suppliers that will be providing services.

- Include brief résumés for key personnel, project staff and sub-contractors highlighting their skill, knowledge, and understanding of applicable subject matter, experience on comparable projects, and applicable professional credentials.
- Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name and proposed position for this project.

### **SECTION IV - Approach and Understanding (Please Attach as Section IV File)**

Consultant shall provide a written narrative that addresses the Scope of Work and demonstrates the Proposer's understanding of the City's needs and requirements.

- Provide a thorough description demonstrating an understanding of the Scope of Work and its components. Describe how the Scope of Work will be implemented and monitored. And, describe staffing levels and timeframe necessary for tasks described in the Scope of Work.

### **SECTION V – Required Forms**

In addition to those mentioned above, the following submittal forms must be included with the proposal and uploaded as identified in the Documents/Attachments tab online. The forms shall be prepared using the copies provided in these RFP documents, or on legible photocopies. Proposals that are partial, incomplete or modified in form or substance from what is requested in the forms may be considered non-responsive. Proposers shall

initial all interlineations and revisions to entries. Failure to do so may render the proposal incomplete and non-responsive.

Proposers' authorized signatory must review, complete, sign and submit the following forms with its proposal online:

- Appendix "B" – PROPOSAL LETTER NOTARIZE  
(Please Attach as Response File as show above for Section I)
- Appendix "C" – CONSULTATN'S INFORMATION FORM NOTARIZE  
(Please Attach as Appendix C file)
- Appendix "D" – PROPOSAL PRICING FORM  
(a) Fee Schedule. Submit Consultant's Fee Schedule as outlined in Appendix.  
(Please Attach as Appendix D file)
- Appendix "E" – NON-COLLUSION DECLARATION NOTARIZE  
(Please Attach as Appendix E file)
- Appendix "F" – LABOR COMPLIANCE CERTIFICATION  
(Please Attach as Appendix C file)

## 7.0 EVALUATION OF PROPOSALS

### 7.1 Basis of Award

- 7.1.1 Any proposals submitted in response to this RFP will be evaluated according to the evaluation criteria stated herein. The evaluation criteria may only be modified by written addendum to the RFP.
- 7.1.2 If awarded, a contract award(s) will be made to the proposer(s) earning the highest total evaluation score based upon the proposal evaluation criteria detailed under the terms of the RFP.

### 7.2 Minimum Qualifications

- 7.2.1 Contractor must be a responsible firm that has been in continuous existence and has provided continuous services for the relevant requirements contained herein for at least five (5) years. Less than the minimum required experience will eliminate that proposer from further consideration.



7.2.2 Contractor must have the staffing resources to provide the architectural and engineering services required for the general scope of work outlined in the proposal.

7.2.3 All professional staff shall be currently licensed in the State of California.

### **7.3 Evaluation Criteria**

Contractor's proposal shall be evaluated based upon the following criteria:

7.3.1 Evaluation Criteria - **100** total points possible.

- **Qualifications of Firm (25 points max.)**

Experience in performing work similar in nature and/or related to the work described in the General Statement of Work; experience working with public agencies, strength and stability of the firm; appropriateness of personnel to their assigned work tasks; logic of project organization; adequacy of labor commitment.

- **Qualifications of Personnel (25 points max.)**

Qualifications and previous experience of personnel; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; concurrence in the restrictions on changes in key personnel.

- **Approach and Understanding (25 points max.)**

Depth of Proposer's understanding of the General Scope of Work; City's requirements; overall quality of proposal.

- **Cost (25 points max.)**

Reasonableness of the total price as provided in the schedule of fees.

### **8.0 DEBRIEFINGS**

If requested, oral debriefings may be given to unsuccessful firms. Debriefings will only occur after an award of the subject contract has been authorized by the City.

## **9.0 GENERAL SCOPE OF SERVICES**

The City of West Hollywood is seeking a qualified firm to provide ARCHITECTURAL AND ENGINEERING DESIGN SERVICES on an on-call basis as needed. Please provide proof of experience as part of your proposal submission. The Scope of Services may include but is not limited to the following tasks:

- 9.1** Feasibility studies
- 9.2** Site planning
- 9.3** Program verification
- 9.4** Structural Evaluation
- 9.5** Capital Asset Management Plan
- 9.6** Conceptual and schematic design
- 9.7** Design development
- 9.8** Construction documents (in "GreenBook" Format)
- 9.9** Design documentation required for approval by regulatory agencies, specifications;
- 9.10** Constructability review
- 9.11** Bid documents (in "GreenBook" Format)
- 9.12** Bidding assistance
- 9.13** Construction administration
- 9.14** Close out and record drawings

## **10.0 CONSULTANT COMPLIANCE WITH LAWS**

Consultant agrees to comply with all existing laws, codes, rules and regulations set forth by appropriate authorities having jurisdiction in location where Services are performed.

## **11.0 PROVISIONS TO CORRECT DEFICIENCIES:**

If Consultant fails to properly provide Services required by this Agreement, Owner shall advise Consultant of deficiencies and shall allow Consultant a reasonable period, ten (10) working days unless otherwise agreed, to correct deficiencies at Contractor's expense and to Owner's satisfaction.

**APPENDIX "A"**

**SAMPLE CONTRACT**

**REQUEST FOR PROPOSALS  
ON-CALL ARCHITECTURAL  
AND  
ENGINEERING DESIGN SERVICES**

**CITY OF WEST HOLLYWOOD**

**AGREEMENT FOR SERVICES**

Design Professionals

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and **Consultant's Name/Address** (hereinafter referred to as the "CONSULTANT").

**RECITALS**

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CONSULTANT is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONSULTANT, mutually agree as follows:
  - 1. **SERVICES.** The CONSULTANT shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
  - 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on \_\_\_\_\_, 20\_\_\_\_ unless extended in writing in advance by both parties.
  - 3. **TIME OF PERFORMANCE.** The services of the CONSULTANT are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
  - 4. **PAYMENT FOR SERVICES.** The CONSULTANT shall be compensated in an amount not to exceed \$\_\_\_\_\_ for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONSULTANT shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONSULTANT shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
  - 5. **CONTRACT ADMINISTRATION.**
    - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, \_\_\_\_\_ shall serve as the CITY's representative for the administration of the project. All activities performed by the CONSULTANT shall be coordinated with this person.

- 5.2. **Manager-in-Charge.** For the CONSULTANT, \_\_\_\_\_ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONSULTANT. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONSULTANT upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONSULTANT as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONSULTANT represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the CONSULTANT's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONSULTANT to exclude any employee from performing services on the CITY's premises.

6. **TERMINATION.**

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONSULTANT shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONSULTANT to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONSULTANT shall be responsible for any additional costs incurred by the CITY in securing the services from another consultant.

7. **INDEMNIFICATION.** CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT to the degree determined by agreement of the parties or in a final and non-appealable judgment to be proportionate to its liability. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been CONSULTANT's allocated share of liability. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
  
8. **INSURANCE REQUIREMENTS.** Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.
  - 8.1. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
    - 8.1.1. **Workers' Compensation Coverage.** The CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONSULTANT shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least

thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONSULTANT for City.

This provision shall not apply if the CONSULTANT has no employees performing work under this Agreement. If the CONSULTANT has no employees for the purposes of this Agreement, the CONSULTANT shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

- 8.1.2. **General Liability Coverage.** Using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.
- 8.1.3. **Automobile Liability Coverage.** The CONSULTANT shall maintain Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$300,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
- 8.1.4. **Professional Liability Coverage.** The CONSULTANT shall maintain Professional Liability or Errors and Omissions Insurance as appropriate and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.
- 8.1.5. **Excess or Umbrella Liability Insurance (Over Primary)** if used to meet limit requirements, shall provide coverage at least



as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

- 8.2. **Endorsements.** Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII. Consultant and City agree to the following with respect to insurance provided by Consultant:
- 8.2.1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
  - 8.2.2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
  - 8.2.3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

- 8.2.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- 8.2.6. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days’ written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days’ written notice shall be provided.
- 8.2.7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant’s general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
- 8.2.8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.
- 8.2.9. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

- 8.2.10. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
- 8.2.11. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
- 8.2.12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- 8.2.13. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- 8.2.14. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
- 8.2.15. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications

applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

- 8.2.16. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- 8.2.17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 8.2.18. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
- 8.2.19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- 8.2.20. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
- 8.2.21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

8.2.22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONSULTANT. Assignments of any or all rights, duties, or obligations of the CONSULTANT under this Agreement will be permitted only with the express consent of the CITY. The CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONSULTANT shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONSULTANT shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONSULTANT agrees to pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONSULTANT and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONSULTANT, then the CONSULTANT agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. **Workers' Compensation Law.** The CONSULTANT shall fully comply with the workers' compensation law regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT further agrees to indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONSULTANT under this Agreement any

amount due to the CITY from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

- 10.3. **Licenses.** The CONSULTANT represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONSULTANT to practice its profession. The CONSULTANT represents and warrants to the CITY that the CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONSULTANT to practice its profession. The CONSULTANT shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. **CONFLICT OF INTEREST.** The CONSULTANT confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONSULTANT shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONSULTANT represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **LIVING WAGE ORDINANCE.** The CONSULTANT shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONSULTANT shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.

14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONSULTANT shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONSULTANT shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of consultant's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONSULTANT hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONSULTANT for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONSULTANT, except the CONSULTANT's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONSULTANT, but any re-use of such documents by the CITY on any other project without prior written consent of the CONSULTANT shall be at the sole risk of the CITY. The CONSULTANT shall at its sole expense provide all such documents to the CITY upon request.
18. **PROMOTION.** The CONSULTANT shall have the right to include representations of the design of the project, including photographs of the exterior and interior, among the CONSULTANT's promotional and professional materials after authorization in writing by the CITY. The CONSULTANT's materials shall not include the CITY's confidential or proprietary information if the CITY has previously advised the CONSULTANT in writing of the specific information considered by the CITY to be confidential or proprietary. The CITY shall provide professional credit for the CONSULTANT on the construction sign and in the promotional materials for the project.
19. **INDEPENDENT CONTRACTOR.** The CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees or agents, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or

employees of the CITY. The CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

20. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF WEST HOLLYWOOD  
8300 Santa Monica Boulevard  
West Hollywood, CA 90069-6216  
Attention: Vince Guarino, Parking Operations Manager

CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

21. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
22. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
23. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
24. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become



binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

25. **AUTHORITY TO ENTER AGREEMENT.** The CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONSULTANT: Company Name

\_\_\_\_\_  
Name of Authorized Signer, Title

CITY OF WEST HOLLYWOOD:

\_\_\_\_\_  
Steve Campbell, Director of Facilities and  
Recreation Services

\_\_\_\_\_  
Paul Arevalo, City Manager

ATTEST:

\_\_\_\_\_  
Yvonne Quarker, City Clerk

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES**

**Exhibit A**

**Scope of Services:**

**Time of Performance:**

**Special Payment Terms:**

CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES  
Exhibit B

**Certificate of Exemption from  
Workers' Compensation Insurance**

TO: City of West Hollywood

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and do not have any employees whose employment requires me to carry workers' compensation insurance. Therefore, I do not carry worker's compensation insurance coverage.

Consultant Signature \_\_\_\_\_

Printed Name of Consultant \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX “B”**

**PROPOSAL LETTER**

**SUBMIT ONLINE**

**REQUEST FOR PROPOSALS  
ON-CALL ARCHITECTURAL  
AND  
ENGINEERING DESIGN  
SERVICES**

CITY OF WEST HOLLYWOOD  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069

SUBJECT: REQUEST FOR PROPOSAL – CONTRACT FOR  
ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

In response to the above referenced Request for Proposals (RFP) and in accordance with the accompanying Instructions to Proposers and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the Contract Documents.

If recommended for contract award, \_\_\_\_\_ will provide to the City all required Certificates of Insurance. The proposal submitted in response to subject RFP shall be in effect for 90 days after the proposal due date.

Further, the undersigned agrees to execute the City prepared Contract and provide all required Certificates of Insurance within ten calendar days after receipt of Notice of Award. The Proposer represents that the following person(s) are authorized to negotiate on its behalf with the City in connection with this RFP and will provide appropriate evidence of authorization upon request:

---

Printed Name	Title	Phone
--------------	-------	-------

---

Printed Name	Title	Phone
--------------	-------	-------

---

Printed Name	Title	Phone
--------------	-------	-------

In addition to the formal certifications provided, the Proposer certifies that it has:

- A. Examined and is fully familiar with all of the provisions of the RFP Documents and any amendment thereto;
- B. Satisfied itself as to the requirements of the Contract;
- C. Carefully reviewed the accuracy of all statements shown in this Proposal;
- D. Examined the experience, skill and certification (if any) requirements specified in the Statement of Work and that the entities (Contractor, Sub consultant) performing the work fulfill the specified requirements; and,

- F. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work.
  
- G. Unless otherwise noted within this letter, the proposal has been submitted without exception and all City Contract Terms and Conditions are acceptable to the Proposer. Noted exceptions will be evaluated for responsiveness and significance, and the City may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of the City to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP, or be eliminated for further consideration.

Exceptions (if any/use additional pages if necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned hereby agrees that the City will not be responsible for any errors and/or omissions in the Proposal.

The undersigned acknowledges receipt, understanding and full consideration of the following amendment to the RFP Documents:

Amendment/Addendum No(s):

<u>No.</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____

The Proposer further certifies that:

- A. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
  
- B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

Proposer's Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Consultant's License No. and Classification Type: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Phone(s): \_\_\_\_\_

e-mail address: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

**NOTARY**

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
the State of California

My Commission Expires: \_\_\_\_\_



**APPENDIX "C"**

**CONSULTANT'S INFORMATION FORM**

**SUBMIT ONLINE**

**REQUEST FOR PROPOSALS  
ON-CALL ARCHITECTURAL  
AND  
ENGINEERING DESIGN  
SERVICES**

**Name of Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Legal Status (i.e., Sole Proprietorship, Partnership, Corporation):**  
\_\_\_\_\_

**Federal Tax I.D. Number:**  
\_\_\_\_\_

**Consultant Authorized Signature for Agreement:**  
\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

***Consultant Point of Contact:***

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

How many years has your organization been in the business of providing Architectural/Design Services?

\_\_\_\_\_

How many years has your organization been in business under its present name?

\_\_\_\_\_

Under what other or former names has your organization operated?

\_\_\_\_\_

If your organization is individually owned, answer the following:

- Date of organization: \_\_\_\_\_
- Name of owner: \_\_\_\_\_
- Address of owner: \_\_\_\_\_

If your organization is a partnership, answer the following:

- Date of organization: \_\_\_\_\_
- Type of partnership (if applicable): \_\_\_\_\_
- Name(s) of general partner(s) \_\_\_\_\_

If your organization is a corporation, answer the following:

- Date of incorporation: \_\_\_\_\_
- State of incorporation: \_\_\_\_\_
- President's name: \_\_\_\_\_
- Vice-President's name(s): \_\_\_\_\_
- Secretary's name: \_\_\_\_\_
- Treasurer's name: \_\_\_\_\_

If the form of your organization is other than those listed above, describe it and name the principals.

\_\_\_\_\_  
\_\_\_\_\_

**PROJECT REFERENCE FORM**

Provide experience and past performance information in the format provided below which demonstrates five (5) or more years of **comparable** professional experience. The City will contact references to verify information provided and inquire of past performance data. **Please check that all information is correct and up to date.**

Add additional pages, if necessary.

**PROJECT NAME AND LOCATION:** \_\_\_\_\_

\_\_\_\_\_

**DESCRIPTION OF WORK:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Reference Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Contact Person Name(if different)

**TOTAL VALUE OF CONTRACT: \$** \_\_\_\_\_

**DATE CONTRACT BEGAN:** \_\_\_\_\_

**DATE CONTRACT ENDED:** \_\_\_\_\_

**REASON:** \_\_\_\_\_

\_\_\_\_\_

**PROJECT REFERENCE FORM**

Provide experience and past performance information in the format provided below which demonstrates five (5) or more years of comparable professional experience. Please note municipal capital project experience is a main focus for this proposal. The City will contact references to verify information provided and inquire of past performance data. **Please check that all information is correct and up to date.**

Add additional pages, if necessary.

**PROJECT NAME AND LOCATION:** \_\_\_\_\_

\_\_\_\_\_

**DESCRIPTION OF WORK:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Reference Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Contact Person Name(if different)

**TOTAL VALUE OF CONTRACT: \$** \_\_\_\_\_

**DATE CONTRACT BEGAN:** \_\_\_\_\_

**DATE CONTRACT ENDED:** \_\_\_\_\_

**REASON:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROJECT REFERENCE FORM**

Provide experience and past performance information in the format provided below which demonstrates five (5) or more years of comparable professional experience. Please note municipal capital project experience is a main focus for this proposal. The City will contact references to verify information provided and inquire of past performance data. **Please check that all information is correct and up to date.** Add additional pages, if necessary.

**PROJECT NAME AND LOCATION:** \_\_\_\_\_

\_\_\_\_\_

**DESCRIPTION OF WORK:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Reference Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Contact Person Name(if different)

**TOTAL VALUE OF CONTRACT: \$** \_\_\_\_\_

**DATE CONTRACT BEGAN:** \_\_\_\_\_

**DATE CONTRACT ENDED:** \_\_\_\_\_

**REASON:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROJECT REFERENCE FORM**

Provide experience and past performance information in the format provided below which demonstrates five (5) or more years of comparable professional experience. Please note municipal capital project experience is a main focus for this proposal. The City will contact references to verify information provided and inquire of past performance data. **Please check that all information is correct and up to date.**

**PROJECT NAME AND LOCATION:** \_\_\_\_\_

\_\_\_\_\_

**DESCRIPTION OF WORK:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Reference Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Contact Person Name(if different)

**TOTAL VALUE OF CONTRACT: \$** \_\_\_\_\_

**DATE CONTRACT BEGAN:** \_\_\_\_\_

**DATE CONTRACT ENDED:** \_\_\_\_\_

**REASON:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROJECT REFERENCE FORM**

Provide experience and past performance information in the format provided below which demonstrates five (5) or more years of comparable professional experience. Please note municipal capital project experience is a main focus for this proposal. The City will contact references to verify information provided and inquire of past performance data. **Please check that all information is correct and up to date.** Add additional pages, if necessary.

**PROJECT NAME AND LOCATION:** \_\_\_\_\_

\_\_\_\_\_

**DESCRIPTION OF WORK:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Reference Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Contact Person Name(if different)

**TOTAL VALUE OF CONTRACT: \$** \_\_\_\_\_

**DATE CONTRACT BEGAN:** \_\_\_\_\_

**DATE CONTRACT ENDED:** \_\_\_\_\_

**REASON:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**APPENDIX D**

**PROPOSAL COST SECTION**

**SUBMIT ONLINE**

**REQUEST FOR PROPOSALS**

**ON-CALL ARCHITECTURAL  
AND  
ENGINEERING DESIGN  
SERVICES**

**APPENDIX “D” – Submit Online  
FEE SCHEDULE**

A. Proposer is required to submit their standard Fee Schedule as Appendix D. It shall include the following items (1-9) at a minimum.

<b>Item</b>	<b>Classification</b>	<b>Hourly Rate</b>	<b>% of Cost</b>
1	Principle	\$ -	%
2	Associate	\$ -	%
3	Senior Project Manager	\$ -	%
4	Project Manager	\$ -	%
5	Senior Architect- <small>Shall include all Licenses unless specified otherw ise</small>	\$ -	%
6	Senior Engineer - <small>Shall include all Licenses unless specified otherw ise</small>	\$ -	%
7	Cost Estimator	\$ -	%
8	Outside Services	%	Cost Plus %
9	Reimbursable Expenses cost plus %	%	Cost Plus %
	<b>Items 1-9 Required</b>		

**Verification and Execution**

**These Proposal, Proposal Forms and documents shall be executed only by a duly authorized official of the Proposing Consultant:**

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Name of Proposer (Print)

\_\_\_\_\_  
Proposer Signature

\_\_\_\_\_  
Title

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
(SEAL)

\_\_\_\_\_  
Notary Public in and for  
the State of California

My Commission Expires: \_\_\_\_\_

APPENDIX "E"

NON-COLLUSION DECLARATION

**SUBMIT ONLINE**

REQUEST FOR PROPOSALS

**ON-CALL ARCHITECTURAL  
AND  
ENGINEERING DESIGN  
SERVICES**

**APPENDIX E – SUBMIT ONLINE**  
**“NON-COLLUSION DECLARATION”**

[TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID]

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_."

(Date) (City) (State)

\_\_\_\_\_  
Signed

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
the State of California

My Commission Expires: \_\_\_\_\_

APPENDIX "F"

LABOR COMPLIANCE CERTIFICATION

**SUBMIT ONLINE**

REQUEST FOR PROPOSALS

**ON-CALL ARCHITECTURAL  
AND  
ENGINEERING DESIGN  
SERVICES**

**APPENDIX F – SUBMIT ONLINE**  
**LABOR COMPLIANCE CERTIFICATION**  
**WORKER’S COMPENSATION**

LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

**CONTRACTOR:** \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_